



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

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Guy Savage, Deputy Director - Information Technology

REQUEST FOR PROPOSAL PS-#1127 Agenda Management System

May 3, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services, equipment, and training for a new or upgraded Agenda Management System.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit two (2) hard copies and one (1) electronic copy (on CD or DVD) of your proposal by 3:00 p.m. PDT on May 27, 2011 to:

County of San Luis Obispo
Phill Haley, Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Phil Henry at (805) 781-1525.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Agenda Management RFP at: agendaRFP@co.slo.ca.us. All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the site: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm.

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Phill Haley, Buyer – GSA Purchasing
phaley@co.slo.ca.us

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I. LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public Works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal.

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address:		
Years at this Address:		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

II. PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of two (2) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. PDT on May 27, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Phill Haley
Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides. An electronic copy of your proposal must be included. The electronic copy must include the identical attachments and ancillary information as submitted with the written copies and be combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and to make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for one hundred eighty (180) days following closing date for receipt of proposals.

10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the sample contract in *Appendix A – Sample Contract*. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. **The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.** The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See *Appendix A – Sample Contract*, for the insurance requirements.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. Tentative Schedule of Events

The following timetable is provided to assist proposers. The County reserves the right to modify, in its sole discretion, the RFP schedule below:

Table 1 – Tentative Schedule of Events

Date	Event
May 3, 2011	RFP Release Date
May 11, 2011	Proposer's Q & A conference call
May 17, 2011	Deadline for written questions
May 27, 2011	Proposals Due (3:00 p.m. PDT)
June 9, 2011	Preliminary Screening Process Complete including reference checks
June 16, 20, 21, 2011	Proposer Presentations
June 29, 2011	Screening Process Complete, Finalist Selected
July 5 – August 2, 2011	Contract Negotiations & Preparation
August 23, 2011	Board of Supervisors Contract Approval

Note: Proposer presentations are an integral part of the selection process and proposers must be prepared in advance to present, orally and in person, on at least one of the dates indicated in the table above. Proposers that cannot demonstrate during the dates prescribed by the County may be eliminated at the discretion of the County and other participants advanced. Notwithstanding, the County reserves the right, in its sole discretion, to forego the presentation portion of the selection process.

15. Pre-proposal Phone Conference

A pre-proposal phone conference will be held at 11:00 a.m. PDT on May 11, 2011. This pre-proposal phone conference is optional. Participation in the pre-proposal phone conference is not required, but is strongly encouraged. Proposers may participate by calling toll free **1+800-867-2581**. When prompted, dial the 7 digit access code: **4238111#** (*pound sign*). You will hear music until the leader joins the conference call, at which time you will be asked to state your name and the company that you are representing and you will then be placed in the conference call.

The primary purpose of this conference is to provide background on the County's current environment and specific needs as well as to provide participating firms the opportunity to ask questions related to the RFP. The County's project team will

facilitate an informal discussion to assist participating firms in assessing the needs of the County, as well as to provide insight into the County's project scope. The County will also use this time to provide participating firms with any additional information relevant to the RFP. It is the proposer's responsibility to become familiar with all information necessary to prepare a proposal.

The pre-proposal phone conference may be recorded. The County will document questions and answers from the conference which will be posted on the County's web site within five business days following the pre-proposal phone conference at: <http://www.slocounty.ca.gov/it/agendamgrfp>.

16. Written Questions and Addendum

Proposers may submit additional written questions as to the intent or clarity of this RFP until May 17 at 3:00 p.m. PDT as indicated in *Table 1 – Tentative Schedule of Events*. All written questions must be submitted to the County Project Manager (See page 2 of this RFP for the email address) by e-mail with the questions contained in the body of the email or in an attached Microsoft Word document format. The County Project Manager will not respond to questions submitted in any other manner or format. The project team will attempt to post written responses within 3 working days of submission but reserves the right not to respond to queries at its sole discretion.

Written responses to written questions and any RFP amendments will be listed in an Addendum which will be posted at the following URL:

<http://www.slocounty.ca.gov/it/agendamgrfp>.

The County reserves the right to post addenda until the RFP closing date and time. It is the responsibility of proposers to check for additional updates and addenda.

17. Oral Presentation and Demonstrations

Proposers agree to present their proposed solution, orally and in person, if required by the County. In addition, proposers agree to provide the County the opportunity to interview the proposed account representative and staff members identified by the proposer in their proposal. The proposers account representative is expected to conduct the session. Failure to comply with this requirement could result in the proposer not being selected.

There may be one or more informal sessions required in accordance with instructions provided in Presentation/Demonstration Agenda. For the informal sessions, proposers shall be required to present a designated portion of their solutions, including selected services and related equipment and software to County employees and management not directly involved in the formal evaluation process.

III. PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title

2. Applicant or Firm Name

3. Offer Letter

Proposers must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

- a. Project Name
- b. Applicant or Firm Name
- c. A statement that your company meets the "Must Have" requirements outlined in *Appendix B – Agenda Management System Requirements*.
- d. The offer letter must contain the following statement, "Proposer expressly acknowledges that we have read the indemnification and insurance provisions in the Sample Contract in *Appendix A – Sample Contract*, and will comply with all terms and conditions as written."
- e. The offer letter must include an exception to any section of the attached contract the proposer does not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract.

4. Firm Qualifications

- a. Type of organization, size, professional registration and affiliations.
- b. Is your company a California corporation? If you are a non-California corporation, is your company registered with the California Secretary of State to transact business in California?
- c. Does your company have a California street address and telephone number for purposes of Service of Process? If so, please provide the name, street address, and telephone number.
- d. Names and qualifications of personnel to be assigned to this project.
- e. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements set out in *Section IV PROJECT SCOPE* below.

- f. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
- g. Customer references from recent related projects, including name, address and phone number of individual to contact for referral.

5. Understanding of and Approach to the Project

- a. Provide details of approach to be taken to meet the requirements of this project. Refer to the information provided in *Section IV PROJECT SCOPE* below.
- b. Attach a completed copy of the Microsoft Word table provided in *Appendix B – Agenda Management System Requirements*.
- c. Provide details on the type of equipment (if any) that will be used to deliver these services to the County, and if any equipment or facilities are needed by your company to deliver these services.
- d. Describe the organization and staffing to be used for the project.
- e. Provide details of information and participation you will require from County staff.
- f. Indication of time frame necessary to complete the plan review once a Notice of Award is issued.

6. References

Provide at least five (5) customer references that have used your agenda management solution. Include the name, address, e-mail address and phone number of the individual to contact for referral. At least two (2) of your references should be from local government customers. Please include a brief description of the services you have provided and the duration of your service delivery.

7. Cost Proposal

Each proposal must be submitted with a completed cost proposal showing project costs as detailed in this section. Proposed project costs must be quoted in accordance to the format in *Appendix C – Agenda Management System Cost Proposal*. Proposers are cautioned against providing a single price without adequate detail. The County requires all costs to be broken down in detail. Each of the individual cost components must be included as line items in the cost table. To assist with clarity, proposers may add additional rows to Appendix C.

- a. Cost proposals shall be broken down by category and shall include all costs to the County for Proposer Software, Third-Party Software, Software Licensing, and Professional Services.
- b. Cost proposals will include software that is part of the proposer's solution (Proposer Software), such as the agenda management application.

Additionally, cost proposals will include the costs for required Third-Party Software (if any is required), e.g. optical character recognition software, PDF creation software, etc.

- c. Cost proposals will include the total cost of software licenses (including both Proposer Software and Third-Party Software). All software license fees and support and maintenance costs must be proposed as a fixed price.
- d. Cost proposals will include the cost of professional services required to implement the proposed solution. These costs may include, but are not limited to: project management, system customization and configuration, system training and documentation.
- e. Cost proposals must include any required system customization(s) and these customizations must be separately identified as a line item in the Services section of the cost proposal. Services must be presented as "Not to Exceed Time and Materials" amounts.
- f. Cost proposals must include costs for training. Cost proposals must comply with and provide all information requested in *Section IV 1(E) Training Information and Requirements*. Additionally, cost proposals will include pricing for:
 - Technical system administrator staff = estimated 4-6 people
 - For super user training please provide quotes in increments of 10 students up to 60 students.
 - For general user training please provide quotes in increments of 50 students up to 250 students.
- g. Cost proposals must include the costs for documentation. Cost proposals must comply with and provide all information requested in *Section IV 1(F) Documentation Requirements*.
- h. Proposers are encouraged to provide explanations where needed for clarification. If a cost is based on an assumption made by the Proposer, please explain each assumption in your pricing section.
- i. The cost proposal must include all labor, travel, lodging, meals, car rental, and any other expense costs for employees travelling to site in order to fulfill the requirements of this RFP. For your convenience, *Attachment A* contains the County's current travel reimbursement rates for 2011.

8. Proposed Project Schedule

Proposers are required to submit a proposed project schedule with their responses. The project schedule shall include an indicative timeline for achieving all the tasks outlined in the draft Statement of Work in *Section IV PROJECT SCOPE* below along with all other work proposers believe necessary to fully achieve the project objectives as outlined in this RFP. Proposers are required to state any assumptions used when

creating the proposed project schedule such as county personnel, other resource requirements, etc.

9. Alternative Proposed Solution (Optional)

Briefly describe how your company can meet the requirements through alternative solutions, if any.

10. Additional Comments (Optional)

Provide any other materials, suggestions, and comments you deem appropriate, if any.

11. Fees and Insurance

- a. Propose total fixed fees to complete project as described under Project Scope, and according to the schedule as shown *Appendix C – Agenda Management System Cost Proposal*.
- b. The selected proposer will be required to provide insurance coverage as stated in *Appendix A – Sample Contract*. This amount of insurance coverage shall be reflected in your estimated professional fee.
- c. The proposer shall provide, within five (5) days after the Notice of Award is issued, a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

IV. PROJECT SCOPE

1. General Information

The County of San Luis Obispo, General Services Agency - Information Technology (GSA-IT) is soliciting responses to this RFP for software and services needed to implement an agenda management system.

The County desires to select an agenda management system product and vendor, install, configure, test, train users, and go-live with the system by December 30, 2011.

The selected vendor will supply and implement a product which, at a minimum, fulfills all mandatory requirements as identified in the *Appendix B – Agenda Management System Requirements* of this RFP. At a minimum, the vendor will perform all tasks outlined in the draft Statement of Work and supply all related deliverable items as outlined in this RFP.

The final contract will be subject to approval by the County Board of Supervisors.

A. Project Background

On a daily basis, a number of County departmental managers, supervisors and staff work on various tasks to document, develop, and present matters that are brought before the County Board of Supervisors via the agenda process. Developing, reviewing, producing and distributing hard copies of the weekly agenda and all supporting documents is a complex, time consuming, labor intensive, and potentially error-prone operation that impacts both County clerical and management staff.

Other California counties and jurisdictions have successfully implemented automated agenda management systems which have reduced production costs and staff effort, and increased the efficiency and consistency of the agenda and its supporting documentation.

On August, 6, 2010, the County's information technology governance body, the IT Executive Steering Committee (IT-ESC), approved a project to proceed with a Request for Proposals process to begin seeking a suitable agenda management system and vendor. Subsequently a project manager and project team was identified, and the project was formally initiated on January 28, 2011.

B. Project Goals

Note: At its sole discretion, the County reserves the right to modify the steps, timing, or scope of work at any time during this RFP process.

As a result of this project the County will have a contract for a product that meets the following primary objectives:

- Improve collaboration for all staff and members involved with creating agendas for the Board of Supervisor meetings and, secondarily to support other boards and commissions.
- Provide more Administrative Analyst time for agenda item review, research and revisions
- Reduce costs to produce the agenda and all attached related documents
- Reduce staff time required to create the agenda
- Produce a higher quality agenda package by implementing templates to improve consistency and reduce clerical errors
- Increase efficiency by providing workflow, internal approvals, and search capabilities
- Support the County's "Green Initiative" by moving towards a paperless agenda
- Reduce reprographic charges for agenda packets
- Allow Board Supervisors the ability to access the complete agenda packets including attachments on their tablet (e.g. iPad or Xoom) devices
- Provide routing for approval process with departments, e.g. Auditor, County Counsel, and the Administrative Office
- Increase access to the public by providing searchable PDF documents on the web

C. The County of San Luis Obispo

Of the current 58 California counties, San Luis Obispo County is one of only 11 original counties established in 1850. San Luis Obispo County has 22 departments and

Agenda Management System

approximately 2,400 employees. Additional information about the County can be accessed via the Web at: <http://www.slocounty.ca.gov/>.

County of San Luis Obispo Mission Statement:

The County's elected representatives and employees are committed to serve the community with pride and to enhance the economic, environmental, and social quality of life in San Luis Obispo County.

D. County Information Technology Environment

County desktop and portable hardware is standardized on HP and Dell products. The County is currently using Windows XP, Windows Vista, and Windows 7, for its desktop operating systems.

The standard productivity suite is Microsoft Office, with versions 2003, 2007, and 2010 in use. Files are exchanged in version 2003 compatible formats.

File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory.

Most departments use Windows Server 2003 or later, and/or Linux to host their business applications. Microsoft SQL Server 2008 is the primary supported enterprise-level database.

Several hundred virtual servers run on VMware ESX hosts on IBM BladeCenter hardware. Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized General Services Agency - Information Technology (GSA-IT) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Channelized DS3, Point-to-Point, and Ethernet technologies. County-owned fiber is available geographically throughout the County which provides for gigabit connectivity to most workstations. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connectivity is provided via two local telecom contractors. Each Internet connection is 20Mbps. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network. Lotus Domino/Notes is the County standard e-mail and enterprise collaboration tool.

GSA-IT's Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday, to assist users with problems. Technical Support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments use applications that are:

1. Commercial Off-The-Shelf (COTS) Applications – applications supported by GSA-IT and/or distributed technical staff within County departments.
2. Custom Applications - Custom developed and supported by the County department and/or GSA-IT.

3. Custom Browser Based Applications – Custom developed and supported by the County department and/or GSA-IT.

The County currently uses Granicus to publish meeting agendas, provide webstreaming for live meetings, maintain video/audio of meetings, and to create minutes which are published on the County website. Agenda and corrigenda items are received in Microsoft Word format and converted to plain text files. Staff reports, supporting documents, and correspondence are uploaded in PDF format.

E. Training Information and Requirements

The following information is provided to assist proposers in their training course and costs proposals. It is assumed that all training will be provided on-site utilizing County meeting and/or training rooms.

1. Classroom Information

The County has several conference rooms with a capacity for twenty (20) students, a few conference rooms with a capacity of thirty (30) to forty (40) students, and one conference room with a capacity of 100 or more students. The County maintains two computer-based training classrooms one with eight (8) and one with sixteen (16) networked workstations using the Microsoft operating system and standard office applications. The County has laptops and projectors available for use in any of its conference and classrooms. All conference rooms have high speed internet access.

2. Training Environment

The proposer will recommend ideal learning environments for the different formats proposed, i.e., on-line computer-based virtual, classroom and/or combination training, including the ideal number of participants per session. Upon request, the County will arrange for the use of the rooms described above at no charge. The County can furnish other classroom equipment such as a laptop, overhead projector, or video projector.

3. Training Requirements

The system supplier must provide on-site training for technical system administrators, super users, and general users of the agenda management system.

Technical system administrators are those individuals who will be responsible for the technical operational support and maintenance of the system. They will perform functions such as backups, routine system updates, database maintenance and any other functions required to keep the system running.

Super users are end user personnel who have responsibility for the overall business operations of the system. They will oversee and control user accounts and permissions, the processes to schedule board meetings and meeting agenda items, create, edit, approve, publish, and otherwise maintain agenda items and their attached supporting documentation. They will also be responsible for maintaining user workflow permissions, associated business rules, template maintenance, etc.

General users are the rest of the user community who create, edit, and approve agenda items but have no technical or administrative roles.

4. Training Information Required

Proposer responses must include an overview of the following:

- A syllabus of all proposed training including class descriptions and durations
- The source of the training (proposer supplied, 3rd party)
- Maximum number of students per class
- Student prerequisites for each course
- Type or method of instruction
- Training schedule, e.g., hours required for each category of user training.
- Information on other training approaches, e.g., "train the trainer"

Proposers must state how all users, from system technical personnel to user personnel, will be trained and kept current with system updates, version changes, and new applications. In addition, proposers must state how training materials will be updated to reflect changes.

Note that the intent is to train system administrators and super-users soon after the contract has been awarded to allow them to participate in system configuration and implementation.

F. Documentation Requirements

The proposer must supply comprehensive, high quality documentation and must provide a complete description of all system components, e.g., software, database, business rules, workflow, forms and template maintenance etc.

The proposer must deliver appropriate documentation for the different types of users, e.g., system technical administrators, super users, and end users. The proposer must provide a complete list of all documentation proposed, who the intended audience is, and what media the documentation is available in, e.g., written guides, on-line help, CD-ROM manuals, help cards, etc.

All documentation provided must be delivered in both written and electronic form. The proposer must deliver at least two (2) full sets of hard copy documentation and one (1) electronic set in Microsoft Office (Word, Excel, etc.) format so that the documentation can be easily updated and reproduced as required by the County.

The County encourages proposers to propose alternate help documentation such as on-line help menus, context-sensitive help, printed reference cards, or other methods of presenting the user with quick, effective help.

Proposers must state how changes to the documentation will be maintained so that users will be kept current with the system as it evolves. Proposers must state how changes to documentation will be released, and in the case of on-line help, who will be responsible for implementing changes.

2. Agenda Management Statement of Work (draft)

This section outlines the scope of the project, describes the major tasks the County requires the proposer to perform, and includes a draft outline of the project Statement of Work (SOW). These details, including identifying project deliverables, will be finalized during the contract negotiation phase with the successful bidding proposer.

NOTE: The draft SOW is supplied to assist proposers in planning and quoting their proposals. The tasks are not necessarily all inclusive and are likely to vary depending upon each proposer's solution and project approach. Proposers must take into consideration both the tasks outlined in the draft SOW along with all other work the proposer identifies as being required for the success of the project.

A. Support Project Management Activities

The County requires the proposer to assign a dedicated project manager to the project. The proposer's project manager will act as liaison and a single point of contact with the County project manager and the respective project teams.

The proposer's project manager will actively participate in and contribute to the following project activities:

1. Finalize project Scope and Statement of Work
2. Create and maintain the project plan and schedule
3. Report project progress
4. Manage project risks and issues
5. Manage the proposer's project team and proposer task execution

B. Develop and Configure System Business Rules

At a minimum, the County requires the proposer to perform the following tasks during the project execution stage:

1. Facilitate changes and improvements to County business processes to capitalize on system functionality to streamline processes.
2. Configure system business rules as required.
3. Create master calendar, e.g., standing holidays, non-working days, board dark days, etc.
4. Create calendar of meeting dates, e.g., master schedule for Board meetings – calendar year.
5. Identify user roles and permissions, e.g., workflow administrators, general users, approvers, system administrators.
6. Create agenda item transmittal template and/or coversheet.
7. Create templates for all agenda types.
8. Create templates for all agenda attachment types.
9. Configuration system workflow routing and deadlines.

10. Configure system workflow notification, e.g., system messages and Lotus Notes e-mail groups, e-mail templates, etc.

C. Installation Services and System Configuration

At a minimum, the County requires the proposer to perform the following tasks during the project execution stage. All tasks will be performed under the control and direction of County Information Technology personnel.

1. Assist in configuring the Agenda Management virtual server(s).
2. Assist in configuring the Agenda Management storage arrays.
3. Assist in configuring the Agenda Management network parameters.
4. Install and configure application and databases
5. Assist in configuring the Agenda Management system backup and recovery functionality.
6. Assist in integrating the Agenda Management system with the Microsoft Active Directory.
7. Assist in integrating the Agenda Management system with Lotus Domino/Notes database.
8. Configure system users, groups, accounts, and licensing, system administrative tools, etc.
9. Verify tablet (e.g. iPad or Xoom) functionality

D. Implement Granicus Interface

At a minimum, the County requires the proposer to perform the following tasks during the project execution stage. The proposer must perform these tasks working with the existing Granicus system vendor and be responsible for coordinating this effort with Granicus.

1. Modify existing Granicus templates, if required
2. Perform Granicus integration
3. Verify integration of Agenda, transmittal sheet, staff reports, and all other agenda attachments and supporting documents.

E. Conduct System Test and Acceptance

At a minimum, the County requires the proposer to perform the following tasks during the project execution stage. These steps will be performed in conjunction with the County project test team, and system signoff and approval will be the responsibility of and at the sole discretion of the County based on system acceptance criteria agreed between the proposer and the County during contract negotiations.

1. Develop test scripts (functional and system)
2. Identify testers
3. Conduct system-level testing (performance, resilience, backup and restore)
4. Conduct user functional tests for all user types (admin, users, approvers, etc.)
5. Identify and resolve deficiencies

F. Conduct User Training

At a minimum, the County requires the proposer to perform the following training tasks:

1. Confirm training by course type, e.g. technical system administrators, super-users, and general users of the system.
2. Develop training materials and documentation
3. Conduct training courses including train-the-trainer if relevant

G. Provide On-going Service and Support

At a minimum, the County requires the proposer to perform the following tasks to develop the support and maintenance tools and procedures for the system:

1. Develop system support approach
2. Define release management and software update processes, roles and responsibilities
3. Develop proposer Help Desk support model (service levels, incident types and escalation, problem tracking, lessons-learned feedback, hours of operation, contact details)
4. Document bug-fix release model
5. Define system update and enhancements model

H. Develop and Provide System Documentation

At a minimum, the County requires the proposer to develop and deliver the following system and user documentation:

1. Develop system documentation
2. Develop system administrator documentation
3. Develop system user documentation
4. Develop County IT Technical Support (Help Desk) documentation
5. Develop Proposer Technical Support documentation

I. Conduct Go-Live Activities

At a minimum, the County requires the proposer to perform the following tasks to support go-live activities for the system

1. Document go-live plan
2. Conduct final system readiness check
3. Develop and release notification of go-live to all stakeholders
4. Ensure required proposer and county support personnel are on-site to support go-live
5. Migrate to new system

J. Conduct Post Implementation Review

At a minimum, the County requires the proposer to perform the following activities during the project closure stage:

1. Brainstorm and document lessons learned

3. Agenda Management Functional Requirements

Based on current and projected “to-be” agenda management business processes, the County has documented the functional requirements.

A. Requirements Matrix

The proposer shall include in their proposal two printed copies and one electronic copy of the completed table in *Appendix B – Agenda Management System Requirements*. This table represents the complete set of requirements for the agenda management system.

The priority column indicates whether the stated item is a “must have” (M), “should have” (S), or “nice to have” (N) system feature or function, or task for the implementation project.

NOTE: Proposers are required to provide a complete answer within the table for each requirement as to how their system meets said requirement. It is neither acceptable to respond simply “complies” or similar, nor is it acceptable to answer by stating “see attached specification sheet” or similar. The County reserves the right to disqualify proposers not responding in the required fashion.

1. The proposer responses to the requirements shall use the format provided. Explanatory details as necessary shall appear in the “Response” column or in a separate document or spreadsheet that clearly references the requirement number.
2. The following answer key shall be used in responding to each requirement:
 - F = Fully supported by the system "out-of-the-box"
 - CF = Configuration (easily changed by the user without any changes to underlying source code)
 - CU = Custom Development Required (requires changes to source code)
 - No = System will not support this requirement
 - TP = Provided via third-party product

Proposers shall use one code only per requirement. Any requirement that is answered in any other way will be treated as non-responsive which may result in disqualification of the proposal.

V. Appendix A – Sample Contract

CONTRACT
FOR
INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES ("Contract") is made and entered into by and between the County of San Luis Obispo ("County" or "Licensee"), a public entity in the State of California, and XXX ("Vendor" or "Contractor").

WITNESSETH:

WHEREAS, County is in need of an Agenda Management System, related professional services, training, and support to meet the needs and requirements of the County; and

WHEREAS, Contractor has certain prior experience in providing such services and support, and has qualified staff who are trained, experienced, expert and competent to provide special professional services for the appropriate fees and the terms and conditions hereinafter set forth; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service employees; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A "General Conditions", attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Special Conditions – The parties agree to the special conditions described in Exhibit B "Special Conditions" attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Professional Services – Contractor agrees to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit C "Statement of Work", attached hereto and incorporated herein by reference as if set forth in full at this point.

4. Exhibits – The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit A – General Conditions
- Exhibit B – Special Conditions
- Exhibit C – Draft Statement of Work

5. Term of Contract - This Contract shall commence on [DATE], and shall terminate on [DATE], unless said work is completed on a date prior thereto or unless terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

6. Notices – Written notices required in this contract shall be provided to:

COUNTY	CONTRACTOR
Contact Name	Contact Name
Contact Title	Contact Title
County of San Luis Obispo	Company Name
Department Name	Mailing Address Line 1
Mailing Address Line	Mailing Address Line 2
San Luis Obispo, CA 93408	City, State Zip

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

Nothing further follows except signatures.//

CONTRACTOR:

[Insert Name]

By: _____

Authorized Signatory

Date

NOTARIZATION

STATE OF _____)

) SS.

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:

Approved as to form and legal effect.

Warren R. Jensen.
County Counsel

By: _____

Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____

Chair, Board of Supervisors

Date

Attest By: _____

County Clerk and Ex-Officio Clerk
Of the Board of Supervisors

Date

EXHIBIT A – GENERAL CONDITIONS

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, vision, dental, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract, all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein. Contractor warrants that it has the right to provide the Services hereunder, using all computer software required for that purpose.
4. **Compliance with all Laws.** Contractor warrants that Contractor will observe, comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws, rules, regulations and orders applicable to Contractor in Contractor's performance under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California.
6. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County.
7. **Subcontractors.** Contractor shall not subcontract the services to be provided by it under this Contract, and no subcontracting of the services to be provided under this Contract or any right or interest therein by Contractor shall be effective, without the prior written consent of the County. In the event of any subcontract, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.
8. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.
9. **Key Project Personnel.** Contractor's project team is essential to the services offered pursuant to this Contract. Therefore, the parties agree that Contractor will not transfer or reassign such

individual or individuals without the express written agreement of the County. Should such individual or individuals no longer be employed during the term of this Contract by Contractor, County shall have the right to terminate this Contract on thirty (30) days' written notice. Contractor agrees to identify in writing the members of the project team for Contractor at the time of the signing of this Contract. The County shall have the right to approve all members of the project team, and to request removal and replacement with cause of any member for a lawful reason.

10. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246. Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.
12. **Indemnification.** Subject to the limitations contained in this Contract, Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County, provided that (a) the County promptly notifies Contractor for any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the Contractor has the opportunity to assume and control the defense of any such Claim, and (c) the County agrees to provide reasonable cooperation (if necessary) to Contractor in its defense of such Claim.
13. **Intellectual Property Indemnification.** Subject to the indemnification procedures in the next sentence, Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim brought against the County, based on Contractor's alleged infringement of any patent, trademark, copyright or other proprietary rights of a third party, including trade secret rights under the laws of the United States, unless and except to the extent that such infringement is caused by Contractor's compliance with County's specifications or instructions, or Contractor's use of trademarks or data supplied by County. If any third party makes a claim covered by this Section against the County with respect to which the County intends to seek indemnification under this Section, the County shall give reasonably prompt notice of such claim to the Contractor, including a brief description of the amount and basis therefore, if known. Upon giving such notice, the Contractor shall be obligated to defend the County against such claim, and shall be entitled to assume control of the defense of the claim with counsel chosen by the Contractor, and satisfactory to the County. The County shall cooperate with and assist the Contractor in its defense against such claim in all reasonable respects, at no cost to the County. The Contractor shall keep the County fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the County shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the County. Neither the Contractor nor the County shall be liable for any settlement of action or claim effected without its consent. Following indemnification as provided in this Section, the Contractor shall be subrogated to all rights of the County with respect to the matters for which indemnification has been made.

14. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.
15. **Payment.** Payment shall be due according to the compensation plan on Exhibit ___. Payment is due 30 days from the date of the invoice or Acceptance, whichever date is later. Sales tax, if any, shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified on the invoice. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received upon this Contract and such payment shall be identified upon the Contractor's federal and state identification numbers(s). The County does not pay Federal Excise Taxes (F.E.T). The granting of payment by the County, or the receipt thereof by Contractor, shall not relieve Contractor of its obligations under this Contract.
16. **Disputed Payments.** If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, (b) all other amounts that are not in dispute have been paid in accordance with this Contract, and (c) the County delivers a written statement to Contractor within five days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.
17. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.
- Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
- The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
 - The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
 - The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.
- Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County."
- Workers' Compensation/Employer's Liability Insurance. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County." Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

Absence of Insurance Coverage. The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

18. **Availability of Funding.** The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding and upon appropriate for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount. County shall provide, in good faith and if reasonably practicable to do so, notice to Contractor at least thirty (30) days in advance of such termination pursuant to this Section.
19. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay, including the particulars in reasonable detail of the cause of the inability. The party delayed shall use commercially reasonable efforts to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
20. **Signatory Authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
21. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
22. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
23. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure

that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

24. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.
25. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
 - a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
 - b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
26. **Audit Rights.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of \$10,000 is subject to examination and audit of the State auditor. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. Further, all payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits.
27. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
28. **California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline to respond, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents, Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim.
29. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
30. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective

unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

31. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
32. **Non-Exclusive Agreement.** This Contract does not establish an exclusive agreement between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.
33. **Counting Days.** Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.
34. **Time is of the Essence.** Time is of the essence in the delivery of Services by Contractor under this Contract. In the event that the Contractor fails to deliver Products and/or Services on time, and such failure is solely the fault of Contractor, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the Products and/or Services elsewhere and the Contractor shall be liable for the difference between the price in the Contract and the cost to the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under the Contract with the County. The County's rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.
35. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - a. Contractor is adjudged to be bankrupt or should have a general assignment to the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency; or
 - b. Contractor fails to perform his duties to the satisfaction of the County; or
 - c. Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
 - d. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - e. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have

no further rights, powers, or privileges against County under or arising out of this Contract. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

36. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least *sixty (60)* day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least thirty (30) days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
37. **Power to Terminate.** Termination of this Contract may be effectuated by County of San Luis Obispo General Services Agency Director without the need for action, approval, or ratification by the Board of Supervisors.
38. **Delegation of Authority.** The Board of Supervisors delegates to the County of San Luis Obispo General Services Agency Director the authority to amend the Contract to extend the term of this Contract, provide for additional services and/or increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the County of San Luis Obispo General Services Agency Director to amend this Contract to extend its term up to one additional year. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of the Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the County of San Luis Obispo General Services Agency Director.
39. **Disentanglement.** Contractor shall cooperate with County and County's other contractors to ensure a smooth and timely transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely transition to ensure that there is no interruption of the Services required under this Contract and there is no adverse impact on the supply of Products and/or Services required under this Contract. Contractor shall provide County with all information regarding the Services or is otherwise needed for the disentanglement. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, held by Contractor, and after return of same.
40. **Governing Law.** This Contract shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of San Luis Obispo. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of San Luis Obispo and waive all venue objections.
41. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.
42. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean

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Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).

EXHIBIT B – SPECIAL CONDITIONS

1. **Acceptance (Services).** Acceptance procedures for the Services will be as set forth in this Section. "Acceptance" shall be defined as the County's written agreement that the Implementation is complete such that the processing of live data may be commenced. The County's refusal to provide such written agreement shall constitute a rejection of the Implementation as being complete. No payment for the Services will be due before Acceptance thereof. Any notice of rejection will explain how the Implementation fails to meet the requirements of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable efforts to remedy it promptly. The County, at its sole discretion, will have the option to re-perform the Acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the County shall have the option of terminating this Contract in its entirety for default.
2. **Acceptance (Systems).** Acceptance procedures for the System will be as set forth in this Section. Upon Contractor's written notification to County that Contractor has completed the installation of any one or more components of the System, and that such components are ready for testing, County shall begin pre-live performance testing in a non-production environment using the test procedures, standards and timelines contained in Exhibit ____, or such other standards as are mutually agreed upon in writing, to determine whether each component meets in all material respects the applicable Specifications and Acceptance Criteria set forth herein. After County has tested the component for a period of __ days, County shall notify Contractor in writing that testing has occurred. If County determines that the components do not perform as provided for in this Contract, County shall deliver to Contractor, in writing, a report describing any discrepancies. Contractor shall correct the errors within __ days after receiving the report. County may then re-test the component(s) for an additional test period of up to __ days, at the end of which the process described above may be repeated, if deemed necessary by the County. In the event the errors or defects are caused by software defects, Contractor will make a good faith effort to resolve the problem within 30 days. For purposes of this Contract, a "software defect" shall mean the software fails to perform in conformance with the specifications and requirements set down in this Contract, fails to meet the test and acceptance criteria set down in this Contract, and the failure either deprives the County of a significant benefit of the product or results in costs to the County that exceed the price paid for the software. Should Contractor fail to achieve Acceptable Performance of the System, the County may, at its election, pursue any remedies available to the County including, without limitation, (a) terminating this Contract; or (b) accepting the System at its then level of performance; or (c) permit testing to be further extended for such period as mutually agreed upon by the parties, in writing; or (d) accept those portions of the System that pass the Acceptance Criteria and require Contractor to correct the remaining portions, in which event County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted by County; or (e) pursue such remedies as may be available to County at law or in equity.
3. **Manufacturer Warranty.** Any manufacturer warranties for any Products furnished under this Contract shall be passed through from Contractor to the County.
4. **Performance Warranty (Services).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that it will provide the Services in a commercially reasonable manner in substantial conformity with the Documentation (the "Performance Warranty"). Except as may be expressly agreed in writing by Contractor, Contractor's Performance Warranty does not apply to defects, problems, or failures caused by the County's nonperformance of obligations essential to Contractor's performance of its obligations.
5. **Performance Warranty (Software):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that for a period of thirty-six (36) months from the date of the County's acceptance of the Software, that the Software: (a) will substantially perform in accordance with this Contract (including, without limitations, all descriptions, Specifications, and

drawing identified in the statement of work); and (b) will be free from material defects in materials and workmanship.

6. **Surreptitious Code.** Contractor represents and warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism which is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. The warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to obtain access to a licensee's computer System for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Contractor will defend the County against any claim, and indemnify the County against any loss or expense arising out of any breach of the no surreptitious code warranty.
7. **Software Ownership Warranty.** Contractor warrants that it is the owner of the licensed Software and that it has full right to license to County the (non-exclusive) use of the licensed Software.

EXHIBIT C – STATEMENT OF WORK (SOW)

Final SOW to be inserted here following contract negotiations with the successful proposer.

Refer to *Agenda Management Statement of Work (draft)* in this RFP for quotation purposes.

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VI. Appendix B – Agenda Management System Requirements

Refer to Section III PROPOSAL FORMAT and Section IV(3) Agenda Management Functional Requirements for instructions on how to respond to the requirements outlined in this table. As instructed, use one of the response codes in the Proposer Response column along with a full description of how your system meets the each of the listed requirements.

Item	Title	Description	Priority (M, S, N)	Proposer Response
1. Basic features				
1.1.	Document types	<p>The system shall support all the document types used within the County to support various boards and commissions meeting agenda items and minutes. At a minimum these shall include:</p> <ul style="list-style-type: none"> • MS Office version 2003, 2007, and 2010 <ul style="list-style-type: none"> ○ Word ○ Excel ○ PowerPoint • Adobe Portable Document Format (PDF) • Standard graphics formats including, but not limited to: <ul style="list-style-type: none"> ○ JPEG ○ TIFF ○ GIF ○ PNG 	M	
1.2.	Ease of use	<p>The system shall use standard Microsoft Windows and web browser navigation tools, with similar “look and feel”.</p> <p>The system must provide on-line help to assist users with system functionality.</p>	<p>S</p> <p>S</p>	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
1.3.	Consistent user interface	a) The system will provide a consistent “look and feel” and the same functionality for each unique user, regardless of which workstation they log in from. b) If the system provides both browser and rich client interfaces, then the system must provide the same functionality across both interfaces.	M S	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
2. User Functional Requirements				
1.4.	Calendar function	<p>The system shall provide a calendar to support the following functions:</p> <ul style="list-style-type: none"> a) Enter dates and times of upcoming meetings. b) Block-off holidays and other “non-work days and automatically calculate lead-times for process workflow based on business rules and adjust accordingly. 	<p>S</p> <p>N</p>	
1.5.	Scheduling function	<p>The system shall provide a scheduling function to perform the following (permission must be granted and controlled by an administrator):</p> <ul style="list-style-type: none"> a) Block times in individual meetings for scheduled agenda items. b) Allow authorized users to view and request open time slots. c) Allow authorized users the ability to accept requested reservation times, and; change, move, add, and delete any scheduled agenda items. d) Display the status of scheduled items (requested, accepted, item submitted, etc.), the requester, the approver, and a timestamp or log for each change. e) Provide notification to users regarding the status of their requests and any changes. 	<p>S</p> <p>S</p> <p>S</p> <p>S</p> <p>S</p>	
1.6.	Numbering function	<p>The system shall provide an agenda item tagging capability to perform the following functions:</p> <ul style="list-style-type: none"> a) Automatically provide a visible alphanumeric tag on each Agenda 	M	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		<p>Item.</p> <p>b) Automatically provide a corresponding number for each (multiple) attachment accompanying an agenda item and a page number for each page of every agenda item and each page of every attachment.</p> <p>c) Automatically renumber items and pages when items and pages are added, moved, or deleted.</p>	<p>M</p> <p>M</p>	
1.7.	Agenda Item Transmittal	<p>The system will provide the capability to create an agenda item coversheet with the following functions:</p> <p>a) There will be a unique transmittal (coversheet) for each agenda item type.</p> <p>b) Each unique transmittal (coversheet) will function as the "container" under which all related subordinate agenda attachments are indexed and maintained.</p> <p>c) Transmittals will be created based on a pro-forma template stored within the system. Administrators with appropriate permissions will be able to create, maintain, and modify the template as needed (e.g. no proposer consultancy or extra licensing required).</p>	<p>S</p> <p>S</p> <p>S</p>	
1.8.	Agenda item and attachment document handling and control	<p>The system shall provide the following functionality for handling attachments accompanying agenda items.</p> <p>a) Keep track of every attachment that accompanies each agenda item.</p> <p>b) Provide an easily visible indication of the existence, name, and attributes of</p>	<p>M</p> <p>M</p>	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		every attachment for each agenda item.		
		c) Allow users to access attachments for editing, approval, etc. (permission based controlled by an administrator).	M	
		d) Prevent multiple instances or versions of attachments to ensure data integrity.	M	
		e) Allow control of agenda items and attachment content for multiple authors, reviewers, viewers, approvers, with each user having their own level of authorization and workflow (object level security). Objects may include transmittals, agenda attachments, and workflow roles.	M	
		f) Differing administration roles where each department can have an administrator controlling their own documents and workflow, and an “overall” administrator (e.g. Agenda Clerk) who controls the master workflow and process.	S	
		g) The system shall have a document “check out” and “check in” or similar functionality to insure that only one user at a time can edit a document. However, even if a document is checked out for editing, users will still be able view the document (read only).	S	
		h) If a second or subsequent user attempts to access an open document, the system shall provide a notice stating which user is currently accessing the document.	S	
		i) If a document opened for editing has been inactive for longer than a specified amount of time, the system shall automatically save, close, and	S	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		"check-in" the document and notify the user accordingly.		
1.9.	Placeholder function for "Clerk's File" attachments	Working in conjunction with item 1.8 above, the system shall indicate the existence of a document that isn't made an actual attachment within the system, but still has to be part of the public record. <i><u>(Note to proposers – within the County, these are referred to as "Clerk's File" items.)</u></i>	N	
1.10.	Workflow routing function	<p>The system shall provide a workflow function with the following capabilities:</p> <ul style="list-style-type: none"> a) The system shall have the capability to automatically start an appropriate workflow script when certain action(s) have been taken and route the agenda item accordingly. b) Automatically route documents through the creation, scheduling, editing, approval, and publishing process based on business rules. c) Each type of agenda item (staff report, ordinance, resolution, etc.) can have different routing rules. d) Notify relevant staff and management that items are available for review, approval, etc. e) If a reviewer or approver is "unavailable" the workflow system shall reroute to a nominated alternative user. f) Provide an easily visible status of where a particular agenda item is in the workflow at any given time. g) Provide a visual status when items are 	<p>S</p> <p>S</p> <p>N</p> <p>S</p> <p>S</p> <p>S</p> <p>S</p>	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		coming past-due for approval or other actions.		
		h) Provide e-mail notification to specified users for items that are late.	S	
		i) Before allowing agenda items to be submitted, the system will ensure that all relevant attachments, approvals, etc., have been provided.	N	
		j) Once all attachments and approvals for an agenda item have been completed (e.g. submitted), the system will notify the Agenda Clerk that the item is ready for further processing.	S	
		k) Provide the ability to sort/display items by status, e.g., "edits complete", approvals complete", etc.	N	
		l) Provide the ability, once submitted to the Admin Clerk, to "lock" the agenda item and associated attachments preventing any further changes or editing unless authorized by the Agenda Clerk.	S	
		m) The system shall provide a method for users to specify reason for rejection, and to forward that reason to person(s) requesting the approval.	S	
		n) The system shall notify users that they have workflows pending review or approval.	S	
		o) The system shall allow for an auditable method for identifying documents that have been processed (such as reviewed, received, etc.).	N	
		p) The system will provide a detailed history of all users who have accessed, modified, routed, approved, etc. documents or folders in the workflow system.	N	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
1.11.	Electronic approval (signatures)	<p>The system will provide the capability for electronic signatures including:</p> <ul style="list-style-type: none"> a) Allowing suitably authorized users the ability to electronically “sign” and/or approve agenda items and attachments including contracts, resolutions, etc. b) All electronic signature authentication shall be in compliance with California Government Code section 16.5, Title 2 of the California Code of Regulations, 22000 through 22005 inclusive, the Uniform Electronic Transactions Act and any other pertinent statutory requirements for entities using electronic signatures in the State of California c) The electronic signature technology must be certified by a company on the California Secretary of State’s approved list of digital signature certification authorities. 	<p>S</p> <p>S</p> <p>S</p>	
1.12.	Document templates	<p>In additional to the Transmittal template described in item 1.7 above, the system shall:</p> <ul style="list-style-type: none"> a) Provide user capability to easily create, copy, modify, and delete master templates for use. b) The system shall provide a mechanism to keep track of template versions and revisions. 	<p>S</p> <p>S</p>	
1.13.	Create draft agenda and final review	Once all relevant agenda items and attachments have been completed and submitted, the system shall allow the Agenda Clerk to create a draft agenda in	S	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		<p>electronic format (e.g., Microsoft Word) to facilitate review and approval of the final agenda.</p> <p>The system will provide the capability to group items in any order by the following criteria:</p> <ul style="list-style-type: none"> a) Numerically by agenda item. b) Department. c) Item type (staff report, presentation, consent agenda item, hearing, board business etc.). 	<p>S</p> <p>S</p> <p>S</p>	
1.14.	Agenda item upload into Granicus	<p>Once the final agenda is ready for release, the system shall provide the capability to upload approved and scheduled agenda items into Granicus.</p> <p>Proposers shall describe how their system integrates including the user functionality controlling this feature.</p>	M	
1.15.	Search indexing functionality	<p>The following search functionality shall be provided:</p> <ul style="list-style-type: none"> a) All agenda items and attachments shall be stored in the system and output to Granicus in a fully text-searchable format. b) Users shall be able to search words occurring in the body of the documents via a full text retrieval method. c) The system shall display full text search results by displaying the page with the hit highlighted. d) The system shall provide a feature to index and/or limit searches to defined "keywords". The keyword "index" shall 	<p>M</p> <p>M</p> <p>S</p> <p>S</p>	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		<p>be capable of being modified and updated at any point in time.</p> <p>e) Authorized users shall be able to modify indexing information about each document depending upon their security access rights.</p> <p>f) The system shall have specific fields available based on document type for search being performed; e.g., attachment may have different index fields than transmittal sheets.</p> <p>g) The system shall provide a capability to convert scanned items to be converted to searchable text (e.g., OCR).</p>	<p>N</p> <p>N</p> <p>M</p>	
1.16.	Corrigenda	Following upload of the Agenda into Granicus, the system shall provide the capability to create and upload a "corrigenda" identifying and clearly highlighting additions, changes, and deletions to the originally published agenda package.	M	
1.17.	Electronic copies	<p>The system shall provide the capability to download electronic copies of the fully published Agenda in PDF format onto:</p> <p>a) Tablet devices</p> <p>b) Laptop PCs</p>	S	
1.18.	Printing	<p>The system shall provide the capability to output to printer any, or all agenda items and/or attachments at any time.</p> <p>a) Exact scaling such that documents scanned from media that had been reduced can be printed at full scale.</p> <p>b) Scale the image to fit on the available paper size, or print the images as</p>	<p>S</p> <p>S</p>	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		<p>multiple pages, which can then be pasted together to create a larger paper document.</p> <p>c) Print only a selected portion of the image and rotate the image where appropriate to save paper, such as on a wide paper raster plotter.</p> <p>d) Users shall be able to select and print any combination of multiple documents attached to an Agenda item without having to open each document individually.</p>	<p>S</p> <p>S</p>	
1.19.	Agenda annotation and collaboration	<p>Both of the following requirements are meant to facilitate annotation and collaboration. The notes and e-mail correspondence will be private to the relevant individuals and will not form part of the formal Agenda items or attachments. (Any such changes would be made via the core functionality of the system under Admin Clerk and Agenda Clerk control.)</p> <p>a) The system shall provide the capability for Board members and other staff to make private notes and annotations to Agenda items.</p> <p>b) The system shall provide the capability for Board members and other staff to make e-mail inquiries to Staff regarding various Agenda items.</p>	<p>S</p> <p>S</p>	
1.20.	PDF output	All documents stored in the system shall be able to be rendered to fully text searchable PDF format.	M	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
1.21.	Public Comment	Please describe any functionality your system has that may facilitate the electronic generation and queuing of public comment "request to speak" slips.	N	
1.22.	Multiple meeting types	The system shall provide support for multiple meeting types for various boards and commissions. This will include the ability to have different document templates and workflow rules for each meeting type.	S	
1.23.	Record retention	Please describe the system's capabilities for record retention and retrieval. Also discuss industry best practices for use of the system for retention and retrieval.	S	
1.24.	Uploading to the County Integrated Document Management System	The Clerk of the Board maintains the final records of the Board which include all documents presented to the board and any final executed documents. The County has a contract with Open Text for an Integrated Document Management system in which these Board "final records" will eventually be stored. Describe how the system would interface with Open Text to export the documents in their final form.	S	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
3. System Access, Administration, and Security				
1.25.	System security	The system shall have robust industry standard security mechanisms to control system feature, user, and document access.	M	
		Security must be implemented at both individual and group levels (role based).	M	
1.26.	Active Directory	The system shall provide user authentication and authorization by integrating with Microsoft Active Directory.	S	
1.27.	Administrator functions	The system shall have administration capabilities for appropriately authorized users to configure, monitor, and maintain the system.	M	
1.28.	System messages	The system shall provide appropriate status messages to system administrators, e.g. notifications of system degradation or failures when they occur.	M	
1.29.	Lotus Notes Domino interface	Provide an interface to Lotus Notes Domino directory for the following functions: a) Users and groups for workflow functions. b) Personal calendars.	S	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
4. Technical specifications				
1.30.	Server requirements	<p>The County runs several hundred virtual servers on VMware ESX hosts utilizing IBM BladeCenter hardware.</p> <p>Proposers shall respond with detailed requirements needed for their system to run in this environment, including:</p> <p>Operating system requirements.</p> <p>Virtual server memory requirements.</p> <p>Disk storage requirements for system software and indicative storage requirements for agenda data.</p>	S	
1.31.	Database requirements	<p>Microsoft SQL Server 2008 is the primary supported enterprise-level database.</p> <p>Proposers shall respond in detail indicating how their system will interoperate with this environment.</p> <p>In addition, the database system shall have:</p> <ul style="list-style-type: none"> a) Automatic error detection and recovery. b) Dynamic back out of in-progress updates after process failure. c) "Roll back from" and "roll forward to" last backup capabilities. d) Be capable of maintaining audit records on a separate physical medium. e) Support mirrored (duplicate) database images. f) Shall have a record locking mechanism to guarantee data integrity. 	S	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
		g) Deadlock detection and prevention. h) Multi-threaded processing to speed access time between users and the database. i) Multi-user concurrent processing (more than one user accessing the database at the same time). j) Produce a complete audit trail of revisions, changes and edits to information in the database. k) Capable of back-ups at a pre-set time without interrupting use. Incremental backups shall be supported.		
1.32.	System performance	Proposers shall provide details describing typical system response times (seconds) under varying conditions based on real world conditions. Including, but not limited to the following: a) User log on / log off. b) Update, refresh, and change pages or screens. c) Return results for Agenda workflow progress status queries. d) Check-in/open, save, and check-out/close documents.	M	
1.33.	System resilience and backup	Proposers shall describe system resilience features (e.g., dual homed), how backups are achieved, and how long it typically takes to recover and restore the system in the event of failures.	M	

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Item	Title	Description	Priority (M, S, N)	Proposer Response
5. Support and Maintenance				
1.1.	Proposer Help Desk	Proposers shall respond by detailing their user support offerings, service levels and costs, for providing support including: a) System administrator support. b) Application technical support. c) General user support. d) Hours of support. e) Service levels (time to respond, time to resolution, etc.).	M	
1.2.	Application maintenance, updates, and upgrades	Proposers shall provide details of their support and maintenance methodology including: a) Detail how periodic, routine application updates and “bug” fixes are provided and typically how often this happens, and the impact to system operations (e.g. live updates, system downtime required, etc.). b) Detail how application upgrades are provided and typically how often these are released and the impact to system operations (e.g. live updates, system downtime required, etc.). c) Provide indicative costs for both the above items.	M	

VII. Appendix C – Agenda Management System Cost Proposal

Proposers are required to use the format in the following table to submit their Cost Proposals. Please add/delete lines as necessary to incorporate your fully-inclusive quotation.

Cost Proposal (EXAMPLE)				
	DESCRIPTION	QTY	PRICE	TOTAL
Proposed Software Products (Proposer Owned)				
	Software Name (Description)			
	Software Name (Description)			
	Total Proposed Software Products (Proposer Owned)			
Proposed Software Products (Third-Party Owned)				
	Software Name (Description)			
	Software Name (Description)			
	Total Proposed Software Products (Third-party Owned)			
Proposed Software Licensing Costs				
	Software Name (Description)			
	Software Name (Description)			
	Total Proposed Software Licensing Costs			
Proposed Professional Services				
	Installation services – Includes standard system configuration of all items in the Requirements Matrix that the Proposer has marked as “(F) out-of-box” and “(CF) configurable”.			
	Installation service description			
	Installation service description			
	Total Installation services			
	Customization Services – Includes all mandatory items in the Requirements Matrix that are not included in the standard system configuration costs indicated above, e.g., items the Proposer has marked as “(CU) custom”.			
	Customization service description			
	Customization service description			
	Total Customization Services			
	Implementation services – Includes items such as project management, and specialized consulting.			
	Implementation service description			
	Implementation service description			
	Total Implementation Services			
	Training and Documentation Services – Includes all items required to meet the training and documentation needs outlines in this RFP.			
	Training service description			
	Training service description			
	Total Training Services			
	Maintenance and Support Services (1st year)			
	Maintenance and support service description			
	Maintenance and support service description			
	Total Maintenance and Support Services			
	Total Professional Services (Please incorporate all travel and personal expenses into the fixed-bid amounts above)			
	Insurance Fee to Comply with County General Conditions			
	County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.			
	TOTAL COST PROPOSAL			

VIII. Attachment A – County Travel Reimbursement Rates for 2011

GUIDELINE TO MILEAGE REIMBURSEMENT RATES

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2011 is \$.51 per mile.

GUIDELINES TO MEAL AND HOTEL/MOTEL RATES

The following travel reimbursement rates are effective as of February 6, 2007, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Auditor-Controller:

MEALS

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast	\$12.00
Lunch	15.00
Dinner	27.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

Meal	Travel must	
	<u>begin before</u>	<u>end after</u>
Breakfast	7:00 a.m.	8:00 a.m.
Lunch	11:00 a.m.	1:00 p.m.
Dinner	5:00 p.m.	6:00 p.m.

Under special circumstances, reimbursement may be allowed for costs exceeding these guidelines, provided written justification and documentation are submitted and approved by the Auditor-Controller. For conferences, seminars or conventions the documentation must be materials from the event sponsor.

HOTEL/MOTEL RATES

The maximum room rates allowed in any area within California for an individual on official County business as described in the Travel Policy are as follows:

- Single room rate - \$150.00 plus tax and parking.
- Double or multiple room rate - \$200.00 plus tax and parking. This rate is applicable only when all individuals sharing the room are authorized personnel eligible for reimbursement.
- High Cost Area - \$190.00.** (Single occupancy)

**High cost areas:

In order to save time and local transportation and parking costs, this rate may also be appropriate for employees staying at conference host hotels.

Employees shall seek, and shall be reimbursed for, accommodations that are of good quality and in reasonable proximity to the place where the employee is to conduct County business.

Reimbursement will not be made for luxury accommodations.

LODGING HIGH COST AREAS

<i>AREA/CITY</i>	<i>INCLUDES THESE CITIES</i>	<i>SPECIFIC DATES</i>
Alameda County	Oakland, San Leandro, Berkeley	
Contra Costa County	Concord, Martinez, Richmond	
LA Coastal	Malibu, Santa Monica, Redondo Beach Manhattan Beach, Palos Verdes area	
LA Downtown	Wilshire Blvd, Santa Monica Blvd area	
Marin County	San Rafael, Sausalito, Novato	
Napa County	Napa, Calistoga	
Monterey Coastal	Carmel, Carmel Valley, Monterey	May-October
Orange County Coastal	Long Beach, Huntington Beach, Laguna Beach, Newport Beach, Costa Mesa, Dana Point, San Clemente	
Palm Springs		January-May
San Diego Co. Coastal	San Diego, Coronado, La Jolla, Carlsbad, Oceanside, Encinitas	
San Francisco Bay	San Francisco, Half Moon Bay, San Mateo, Redwood City	
Santa Barbara		
Santa Clara Area	Palo Alto, Mountain View, Sunnyvale, San Jose Los Altos, Menlo Park	
Santa Cruz		
South Lake Tahoe		June-August
Yosemite	Fish Camp	May-Sept

HIGH COST AREAS OUTSIDE CALIFORNIA

Boston, Cambridge
Chicago
Jackson Hole, Wy.
New York City
Philadelphia

Seattle
Washington DC,
Alexandria Va.
Prince George Md.